

STATE OF MONTANA TERM CONTRACT

Department of Administration
State Procurement Bureau
165 Mitchell Building
PO Box 200135
Helena, MT 59620-0135
Phone: (406) 444-2575 Fax: (406) 444-2529
TTY Users-Dial 711
<http://mt.gov/doa/gsd>

T.C. #: WSCA #7066
Title: INDUSTRIAL SUPPLIES, LAMPS & LIGHT FIXTURES
This is a non-exclusive contract.

CONTRACT TERM	FROM	DECEMBER 1, 2008	CONTRACT STATUS	NEW ()
	TO	NOVEMBER 30, 2009		RENEW (xxx)
VENDOR ADDRESS	GRAINGER INDUSTRIAL SUPPLIES 3169 INDUSTRIAL BLVD. WEST SACRAMENTO, CA 59691		ORDER ADDRESS	
ATTN:	BRIAN MCMANUS		ATTN:	
PHONE:	425-280-1634		PHONE:	
FAX:	206-767-2524		FAX:	
E-MAIL:	Brian.mcmanus@grainger.com		E-MAIL:	

PRICES: PER CONTRACT

DELIVERY: PER CONTRACT

F.O.B.: PER CONTRACT

TERMS: PER CONTRACT

REMARKS: This is the third renewal, fourth year of the contract.

IFB/RFP No.: N/A

RHONDA R. GRANDY, CONTRACTS OFFICER

DATE:

AUTHORIZED SIGNATURE

INDUSTRIAL SUPPLIES & EQUIPMENT, LAMPS & LIGHT FIXTURES

This document represents an overview of the Western States Contracting Alliance Industrial Supplies & Equipment, Lamps & Light Fixtures. This document is not intended to replace or append the contract, rather to provide an overview and summary of the agreement.

1.0 BACKGROUND

The State of Montana is a member of the Western States Contracting Alliance (WSCA), which establishes the means by which participating states may join together in cooperative multi-state contracting in order to achieve cost-effective and efficient acquisition of quality products and services. This contract is a result of cooperative procurement conducted by the State of Nevada on behalf of WSCA.

2.0 PURPOSE

The purpose of this contract is provide state agencies and all registered cooperative purchasing organizations with an expedited means of obtaining Industrial Supplies & Equipment, Lamps & Light Fixtures.

3.0 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the State Procurement Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA, and their delegation agreement. The State Procurement Bureau does not guarantee any usage.

4.0 LIAISON

The primary contractor contact for this participating addendum is as follows:

Contractor Liaison

Brain McManus

GRAINGER INDUSTRIAL SUPPLIES

3169 INDUSTRIAL BLVD.

WEST SACRAMENTO, CA 95691

Phone: 425-280-1634

Fax: 206-767-2524

Email: brian.mcmanus@grainger.com

State Liaison

Rhonda R. Grandy

State of Montana, General Services Division, State Procurement Bureau

125 N. Roberts, Mitchell Bldg, Room 165

Helena, MT 59620

Phone: 406-444-3320

Fax: 406-444-2529

Email: rhgrandy@mt.gov

5.0 ORDERING PROCEDURE

In accordance with the terms of the contract, an agency purchase order must be issued to the contractor for all required products. The purchase order must reference the contract number (#7066) and identify all items desired, the purchase order date, the delivery date, shipping locations and prices.

6.0 CONTRACT TERM

This contract shall take effect on December 1, 2008, and terminate on November 30, 2009, unless terminated earlier in accordance with the terms of this contract. (Mont. Code Ann. § 18-4-313.) The original contract term was from December 1, 2005 through November 30, 2006.

7.0 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be renewed in one-year intervals, or any interval that is advantageous to the State. This contract, including any renewals, may not exceed a total of five years.

INDUSTRIAL SUPPLIES & EQUIPMENT, LAMPS & LIGHT FIXTURES

**PARTICIPATING ADDENDUM
WESTERN STATES CONTRACTING ALLIANCE
INDUSTRIAL SUPPLIES & EQUIPMENT, LAMPS AND LIGHT FIXTURES
MASTER PRICE AGREEMENT
WSCA IFB# WSCA 7066, "PRICE AGREEMENT"**

Government Entity: The State of Montana

1. SCOPE:

All governmental entities within the State of Montana and all registered Cooperative Purchasing Organizations are authorized to purchase industrial supplies and equipment, lamps and light fixture products under the WSCA Master Agreement #7066. Janitorial products are specifically excluded from this contract for all state agencies, with the exception of the Montana University System. Rebates shall be sent to the State of Montana, Department of Administration, General Services Division, PO Box 200135, Helena, MT 59620.

2. CHANGES:

The following terms are added to this Participating Addendum:

A. ACCESS AND RETENTION OF RECORDS

The contractor agrees to provide the department, Legislative Auditor, or their authorized agents, access to any records necessary to determine contract compliance (Mont. Code Ann. § 18-1-118). The contractor agrees to create and retain records of prices charged to the State for supporting supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract taken by the State of Montana or third party.

B. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

The Contractor shall not assign, transfer or subcontract any portion of this contract without the express written consent of the State. (Mont. Code Ann. § 18-4-141.) The Contractor shall be responsible to the State for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Contractor. No contractual relationships exist between any subcontractor and the State.

C. CHOICE OF LAW AND VENUE

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana and each party shall pay its own costs and attorney fees. (See Mont. Code Ann. § 18-1-401.)

D. TERMINATION OF CONTRACT

TERMINATION OF CONTRACT: The State may, by written notice to the contractor, terminate the contract in whole or in part if the contractor fails to perform the contract, provided (a) Contractor has been notified in writing via certified mail return receipt requested, or overnight delivery service of the alleged failure to perform and (b) Contractor has failed to remedy such failure to perform within ten business days following receipt of such written notification. Notices will be sent to Director of Contracts, 100 Grainger Parkway, Lake Forest, Illinois, 60045.

INDUSTRIAL SUPPLIES & EQUIPMENT, LAMPS & LIGHT FIXTURES

E. PURCHASING CARD

The State of Montana has a Purchasing Card Program in place that gives agencies the ability to charge purchases made from these contracts. The State of Montana prefers this method of payment.

3. PRIMARY AGREEMENT CONTACT:
Rhonda R. Grandy
4. AGREEMENT IMPLEMENTATION CONTACT:
N/A
5. AGREEMENT IMPLEMENTATION STRATEGY:
N/A
6. ADMINISTRATIVE FEE/REBATE: Acceptance ? ☒ Yes ☐ No

Grainger Industrial Supply agrees to offer a 1% rebate as described below or another comparable arrangement to any Participating State requesting one in an executed Participating Addendum as part of WSCA Agreement 7066. Grainger Industrial Supply will negotiate in good faith to include these costs in subsequent discount and pricing levels during future contract negotiations.

- Rebate will be paid within 45 days after a calendar quarter based on total gross sales, less freight, taxes, returned products, and credits ("Net Sales").
- Grainger Industrial Supply will provide back up documentation to the Participating State to substantiate the rebate amount.

7. PRICE AGREEMENT OR CONTRACT NUMBER:

All purchase orders issued by purchasing entities within the jurisdiction of this participating addendum shall include Price Agreement or Contract Number: WSCA #7066.

This Addendum and Price Agreement or Contract Number together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Price Agreement or Contract Number, together with its exhibits, shall not be added to or incorporated into this Addendum or Price Agreement/Contract Number and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Price Agreement or Contract Number and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Government Entity: **State of Montana**

By: General Services Division

Name: Marvin Eicholtz

Title: Administrator

Date: December 12, 2005

By: _____

Name: Rhonda R. Grandy

Title: Contracts Officer

Date: December 12, 2005

Name: _____

Title: _____

Date: _____

Contractor: **Grainger Industrial Supply**

By: _____

Name: Doug D'Alessio

Title: WSCA Program Manager

Date: _____

By: _____